

RECORDATION NO. 6939-C Filed 1425

FFB 9-1982 -11 05 AM

INTERSTATE COMMERCE COMMISSION

SCHULER INDUSTRIES, INC.
3527 29th Street North
Birmingham, Alabama 35207
(205) 252-5010

February 3, 1982

2-040A034

No. FEB 9 1982

Date

Fee \$ 10.00

ICC Washington, D. C.

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Attention: Recordations
Mildred Lee
Room 2307

Re: Recordation of Assignment of
Lease and Mortgage

Dear Sir:

Enclosed for recordation is an original executed Bill of Sale and Assignment, together with two counterparts thereof, pursuant to which Schuler Industries, Inc., has assigned to Trust Company for USL, Inc., the lease and mortgage, as amended, previously recorded with the Interstate Commerce Commission bearing recordation numbers 6939, 6939-A and 6939-B and recordation dates and hours February 22, 1973, 1:45 p.m., June 18, 1973, 2:55 p.m. and December 29, 1981, 10:35 a.m. Also enclosed is a check for \$10.00 in payment of the recordation fee.

The names and addresses of the assignor and the assignee in the transaction are as follows:

Assignor:

Schuler Industries, Inc.
3527 29th Street North
Birmingham, Alabama 35207

Assignee:

Trust Company for USL, Inc.
P.O. Box 66011
Oakbrook, Illinois 60521

Interstate Commerce Commission

Page Two

February 3, 1982

This letter is signed by an executive officer of one of the parties having knowledge of the matter set forth herein and the original document should be returned to Schuler Industries, Inc., 3527 29th Street North, Birmingham, Alabama 35207.

Very truly yours,

SCHULER INDUSTRIES, INC.

By Jerry D. Haul

Enclosures

6939-C
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INTERSTATE COMMERCE COMMISSION

BILL OF SALE AND ASSIGNMENT

For and in consideration of \$100 and other good and valuable consideration in hand paid to Schuler Industries, Inc., a corporation ("Seller"), by Trust Company for USL, Inc., as trustee under that certain Trust Agreement dated as of December 1, 1981 ("Purchaser"), the receipt whereof is hereby acknowledged, Seller does hereby sell, transfer and assign unto Purchaser all its right, title and interest in and to that certain railroad rolling stock (the "Equipment") which is described in Exhibit A hereto together with all of its right, title and interest in, to and under that certain Equipment Lease, Assignment, Chattel Mortgage, and Security Agreement, dated as of January 31, 1973, as amended (the "Lease"), filed and recorded under Recordation Number 6939 with the Interstate Commerce Commission, between Seller as lessor and Canadian National Railway Company as lessee, and in, to, and under all Exhibit C Documentation as defined in the Railcar Purchase Agreement dated as of November 30, 1981 by and between Birmingham Trust National Bank and the Seller, subject however to (i) the Lease and the lessee's rights thereunder, (ii) that certain remarketing agreement between Birmingham Trust National Bank and United States Leasing International, Inc., dated as of August 21, 1973 (the Remarketing Agreement), and (iii) the Exhibit C Documentation.

TO HAVE AND TO HOLD unto the Purchaser, its successors and assigns forever.

SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, AS TO THE TITLE, CONDITION, DESIGN, OPERATION, QUALITY, MERCHANTABILITY OR FITNESS FOR USE, OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, except that Seller represents and warrants that it acquired good title to the Equipment from its vendor, that it has not conveyed its title thereto (except for the Exhibit C Documentation), that the Equipment is free and clear of all liens and encumbrances arising by, through or under Seller (except the Exhibit C Documentation and those which said lessee is required to discharge under the Lease). SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO PURCHASER HOWEVER ARISING.

Purchaser assumes all of the obligations and liabilities of Seller under the Exhibit C Documentation and with respect to the Equipment arising subsequent to the date hereof.

IN WITNESS WHEREOF Seller has caused this Bill of Sale and Assignment to be executed in and for its name on this 3rd day of February, 1982.

SCHULER INDUSTRIES, INC.

By Jerry D. Hart
Its Vice President

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jerry D. Hart whose name as Vice President of Schuler Industries, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 3rd day of February, 1982.

[NOTARIAL SEAL]

DePaul Wilson
Notary Public
MY COMMISSION EXPIRES FEBRUARY 13, 1983
My Commission Expires _____

EXHIBIT A

One hundred sixteen (116) reconstructed flat cars subject to sale to Schuler Industries:

CN 683001 to and including CN 683003	
CN 683005 " " "	CN 683026
CN 683028 " " "	CN 683067
CN 683069 " " "	CN 683079
CN 683081 " " "	CN 683091
CN 683093 " " "	CN 683121

	<u>Remaining Lease Payments per Unit</u>		<u>Total</u>
	<u>To Lender</u>	<u>To Owner</u>	
5.23.82	\$680.02	\$6.23	\$686.25
11.23.82	680.02	6.23	686.25
5.23.83	680.02	6.23	686.25
11.23.83	680.02	6.23	686.25
5.23.84	680.02	6.23	686.25
11.23.84	680.02	6.23	686.25
5.23.85	680.02	6.23	686.25
11.23.85	680.02	6.23	686.25
5.23.86	680.02	6.23	686.25
11.23.86	680.02	6.23	686.25
5.23.87	680.02	6.23	686.25
11.23.87	680.02	6.23	686.25
5.23.88	680.02	6.23	686.25
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Total Remining Rent per Unit	\$8,840.26	\$80.99	\$8,921.25